

1894-073 Chancery Causes: James M. Pennington for &c vs. W. N. G. Slomp &c
Lee Co.

Harris, Collier

CA-Debt
T-Property

-Deed

To the Hon H. S. K. Morison Judge
of the Circuit Court of Lee County
Virginia:

Your Orator James M.
Pennington, who sues for the benefit
of Jas. L. Harris; humbly complain-
ing would respectfully represent
that heretofore, to wit on the 31st
day of July 1890, W. S. G. Slump and
M. D. Collier, executed their two
certain writings obligatory, the first
due in six and the other in twelve
month next after the date thereof
and they were each for the sum of
\$369. 61 in all \$739. 22. and they each
bore interest from their date.

Upon the first there is a credit of
\$21.⁰⁰ paid May 14 1891. And the
residue of the first and all of the
second one is now wholly unpaid
and due your orator. These two
bonds marked "A." are filed herewith
as part hereof and are prayed to
be considered herewith.

Your orator would further state
that, these two bonds were so exe-
cuted to your orator in part pay-
ment for a tract of Land situated
in said County of Lee, and on
the waters of Powell's river in
what is known as the Crab Orchard
neighborhood, and to which your

crator
has good title, and will in due
time file with him a deed of Con-
veyance, for the same, which he will
file as he is advised he may do
as an escrow, to be delivered when
the same is fully paid for.

Your crator is advised that not
having conveyed the same, he has a
lien thereon for the amount of said
notes still due him.

The object of this bill therefore
is to have said lien enforced and
said land or so much thereof as
may be necessary sold and the
proceeds paid over upon your
crators claim.

As above stated these bonds are
now sought to be enforced, on the
said land for the benefit of Jas. L.
Harris who holds your crators notes
for an equal amount upon other
lands, and when collected are payable
to him.

The premises considered therefore
your crator prays that W. A. G. Sloop
and M. D. Collier be made parties
defendants to this bill and answer
the same but they need not do so
upon oath that being expressly
waived. And on a hearing a decree
be rendered enforcing said lien

and selling so much of said
land as may be necessary to
pay the same. And for all other
further and general relief - may
your issue be.

A. L. Pickens
P. 9.

II

Margarette Robinson
James M. Robinson
Bartholomew Robinson

and her children
sister, 8th of
of the same & son
James Robinson

James M. Robinson
for &c

2/3 Bill Chas.

W. G. Hempstead

Books Enclosed

1871. 1st Nov. Rules Bill
Filed Spd Exp & L. W.
" 2nd Nov. Rules & Order
Caused & Cause set for
hearing by J. J. J.
" Dec. Decree & Contd.

and 10 years
James M. Robinson
W. G. Hempstead
M. K. Collier

James M. Robinson
85 acres

15-00
D. C. 9.57
M. C. 2.26
S 2.00
Rener. 5.00
\$34.83
Estimate 5.00
\$39.83
777
25
851

64.13

To The Hon. S. S. H. Morrison Judge
of the Circuit Court for this County

The Joint answer of M. D.
Collins and W. M. Slump to a bill
of Complaint filed against
them by J. M. Pennington for or

Your respondents reserving
unto themselves the benefit of
all just exceptions to said bill,
for answer thereto or to so much
thereof as they are advised it is
material for them to answer
answering say:

That it is true they executed
the bonds in Complaint. bill
mentioned; that they were
executed for land purchased
from J. M. Pennington; that
the land for which said bonds
were executed is in this County
in the Crab Orchard country.

But your respondents deny that said
James M. Pennington has not made to
them a deed for ~~which~~ said Land
for which said notes are executed,
but on the contrary they ~~say~~ and
aver that on 31st day of July 1890
said Pennington & wife did make
a deed to your respondents for the
land for which said bonds ~~were~~
executed; that said deed warranted
the title to said land generally;
and that said Pennington & wife
reserved their vendors lien in said
deed on said Land until said bonds

were fully paid, said deed is here filed marked A.
Your respondents deny that said James
M. Pennington had good title to said
land for which said bonds were executed,
for they allege and aver that said
James M. Pennington purchased or attempt-
ed to purchase the same from Isaac
Baker, Nora Baker his wife, J. A. Robbins
and Rebecca his wife,

who on the day of 1883, attempt-
ed to convey the same to said Pennington
by deed of record in the County Court
Clerk's office of Lee County, which deed
is not properly acknowledged by the
wives of said Baker, Robbins and

Your respondents aver and allege that the
interest that Isaac Baker had in said
land was conveyed to him on the 14th day
of April, 1882, by Thomas Robbins & Elisabeth
his wife, Sarah Parsons, Leticia Pen-
nington and John S. Bailey and
Mary his wife; that the certificate
of acknowledgement ^{said deed} is insufficient
by the laws of our state to pass the
interest of said Elisabeth Robbins
and Mary Bailey in and to said
land. Copies of said two deeds will
hereafter be filed - they are recorded
in deed-book 25, 1/2 p. 351-2 & 3.

Your respondents will again aver that
at the time they purchased said land
from said complainant they paid him

the sum of \$325⁰⁰/₁₀₀ on said Land.

Now your respondents are advised that in as much as they are entitled to have a good and perfect title to said Land and being unable to get such title from said Pennington, then that their said purchase will be rescinded the money paid thereon decreed to be paid back to them with-interest from the date of its payment and that said bonds will be cancelled and annulled, and to that end they humbly pray

Now having fully answered said bill they pray to be hence dismissed with their reasonable costs in this behalf expended, And they will ever pray &c.

Pennington & Goins
for Defts.

2 minor 899,

Slump + Collier

ado { Ans.

James M. Pennington

James M. Pennington
against
W. N. & Sleep & al } In Chy -

This cause came on again
this day to be heard upon
the papers formerly read & the
report of D. C. Sewell, special
Commissioner filed herein & to
which there are no exceptions
swas argued by counsel. On
consideration of which & for reason
appearing to the Court it is adjudged
ordered & decreed that said report
be & the same is hereby confirmed
and the deed made by said
Comm. Conveying the land in
the Bill & proceedings mentioned
to James M. Pennington purchaser
thereof being seen & inspected by
the Court is confirmed & made
final and it is further ordered
that the Clerk of this Court deliver
said deed to said purchaser &
that said James M. Pennington pay
to said Comm. \$2⁵⁰ for making
& reporting said deed & this cause
is stricken from the docket.

James M. Cunningham

vs { Decease final

W. M. & Sleep et al

Nov 7. 1894-

Recorded in Chy
D.B. page 96-

Enter this

W M

Nov 15th 1894-

in of said report this cause is routine.

James M. Pennington
against } In chy -
Wm G Sleep et al }

This cause came on again
this day to be heard upon
the papers formerly read & the
report of D.C. Sewell, special
Commissioner, filed Oct 22^d/89H
to which there are no exceptions
as was argued by counsel. On con-
sideration of which it is adjudged
ordered & decreed that said report
be & the same is hereby confirmed
& it appearing from said report
that James M. Pennington being
the purchaser of the said land &
this being a suit to enforce his
vendors lien against ^{said} land &
the said land failing to sell
for a sum sufficient (being ex-
clusive of cost & commissions or net
\$338¹⁷ to be applied thereon) to pay
his debt, it is ordered that said
D.C. Sewell be appointed a commissioner to
convey said land by deed with cov-
enants of special warranty said
land to said James M. Pennington
& he will report his action to a future
day of this court & till the coming th

J. M. Pennington

vs. Decree

Wm. G. Slump et al

Nov 7. 1894

Entered in

Chancery Order

Book Page 78

Enter this

W M

Nov. 14 - 1894

James M. Pennington proc,
against
W. N. & Slump et al } In chg

This cause came on again
this day to be heard upon the
papers formerly read & the report
of D. S. Sewell, special commissioner
filed May 24th 1894 & was argued
by counsel. On consideration of
which & for reasons appearing
to the Court, it is ordered &
decreed that said Sewell will
proceed again to sell ^{the} ~~land~~ ~~land~~
land in the ~~proceeding~~ ~~proceeding~~
Bill mentioned in this cause
in the same manner, on the
same terms & at the same place
as provided in the former decree
herein entered on the 14th day
of March 1894, & he will
report his action to the next
term of this Court & this
Cause is continued.

James M. Permington for

~~W. Decree~~
sale 2

W. H. G. Slump et al

June 7. 1894

Ent on Chy. Ord. Book P. 38

Enter this
M. J. M.

June 15th 1894

James M. Pennington Jure. ^{plff.}
Against ^{def.}
Wm. H. G. Slump & al. ^{plff.}

This cause came on again this day to be heard upon the papers formerly read, and the report of James W. Orr report filed May 20th, 1892, and the Rule awarded at the last term of this Court returned executed - and to which the defendants have made no answer - And was argued by counsel.

On Consideration of which and for reasons appearing to the Court said Rule is made absolute; and the agreement heretofore entered into by the parties is set aside, and the plff will recover to the defendant Slump when called for the moneys held by him as collateral security - And it appearing to the Court that the defendants as stated in Court Orr's report had accepted the plff's title to the land sold - and that said land is subject to the plff lien for the moneys sued on - It is adjudged ordered and decreed that that the plff recover from the defendants W. H. G. Slump and M. D. Lossier the sum of \$739.22 and legal interest thereon from the date of said bond July 31st 1890 subject to a credit of \$21.00 paid May 4th, 1891; and that he recover the costs of this suit to be taxed by the Clerk

It is further adjudged that said sums are a lien upon the land sold and in the bill mentioned. And unless the defendant, or some one for them shall pay the same within 20 days from the rising of this Court, then that D. C. Sewell who is hereby appointed a special Commissioner for the purpose will sell the said land or so much thereof as may be necessary to pay the same, He will make sale thereof by public out cry to the highest bidder on some Court day at the front door of the Court House of said County on a credit of one & two years except the costs of suit & sale he will require to be paid in hand. And for the residue take hereby payable to himself as Com bearing interest from day of sale with good personal security.

But before proceeding to execute this decree he will execute bond before the Clerk of this Court, in a penalty of \$1500. Conditioned to duly perform his duties hereunder.

He will then post notice for at least 30 days on the front door of the Court House of this County and at two or more public places in said County one of which shall be in the neighborhood where the land lies setting out time terms and place of

sale. He will report his action
to this Court at its next Term or
the Cause is continued.

James M. Permynton

vs } Decree for
Sale.

M. D. Callier et al
Wm. L. G. Slevas

Enter this Mar. 5. 1894

E. O. B. Page 586.

March 14th 1894

Enter this
March 14th 1894
H. S. K. M.

Virginia

At a circuit court continued and held for
Lee County at the court house thereof November
18th 1893

James Pennington for &c Plffs
against
W. N. G. Slump et als Defs } In Chancery

On motion of the Plff who admits that there has been heretofore a partial adjustment of this cause in consideration of certain notes delivered to him as collateral security and which notes the plaintiff suggests is unavailable a rule is hereby awarded the plaintiff against the defendants returnable to the first day of the next term of this Court, to show cause if any they can why said agreement shall not be set aside. And said cause proceeded in as the plaintiff may be hereafter advised and the clerk of this Court will make copies of this decree for each of the defendants and give to the Sheriff who will serve the same on the defendants as other process ~~and~~ the cause is continued)

A Copy Leste

At B Munsey Clerk

James Pennington for
vs } Order & Rule

W. N. G. Slump et al.

To 1st Day March Term 1894

Executed by
Delivering a
copy of the
within Rule
to W. N. G. Slump
& M. D. Collier
this Jan'y 31 /94
L. M. Wade D. S.
for C. C. Delanoy
S. L. C.

James M. Pennington for. Plff
against
W. A. G. Semp et al. Deft. } In Chy

On motion of the plff, who admits that there has heretofore been a partial adjustment of this cause in consideration of certain note delivered to him as collateral security, and which note the plff suggests is unavailable, a rule is hereby awarded the plff against the defendants returnable to the ~~next~~ first day of the next term of this Court to show cause if any they can why said agreement shall not be set aside - and said cause proceeded in as the plff may see hereafter and direct - and the clerk will make off a copy of this order for each of the defendants and give to the Sheriff who will serve the same on the defendants as other process and the cause is continued.

James M. Pennington
for

of Deere.

Ruler

W. A. G. Slump et al

Nov. 7. 1893

Entd. Chy 803.

p - 5748 - 49

Nov. 18. 1893

J. H. Allen

Enter this

Nov. 18. 1893.

H. S. K. M.

James M. Pennington for the
vs
H. N. S. Sloop et al } In Chancery

This cause came on this day to be heard upon the bill of the complainant and the answer of said defendants this day filed by leave of the Court in said cause. On consideration of all which ~~and by agreement of the Court~~ it is adjudged, ordered and decreed that James H. Orr, who is hereby appointed a special commissioner for the purpose, will examine and report to the Court whether the bill or proceedings mentioned is perfect and especially whether complete. Decd from Isaac Baker et al recorded in chancery book 25 p 352 - and the decd to said Baker from James Robbins et al recorded in chancery book 25 page 351. are acknowledged as the law requires and whether or not the defendants accept the bill or answer. And any other matter deemed pertinent in said cause or especially required by either of the parties in this cause. And this cause is continued.

James M. Huntington

25 } Dec 1891

Slung & Collier

Entered CoB
#3 page 363.

Johnston

Enter this

Dec 1st 1891-

H. S. M.

James M Pennington for &c. Plff }
against- } In Chancery
W. M. Slenk et als. Defts }

The deposition of James M Pennington the plaintiff in this cause taken before the undersigned Commissioner at the Clerk's office of the County Court of Lee County Va, in taking an account or making an enquiry in said cause. May 20th 1892.

The said James M Pennington a witness of lawful age and being duly sworn deposes and says,

After I contracted the land in the bill mentioned to the defendants, I at their instance, and for the purpose of making a proper deed, had the land surveyed, and then by a proper deed conveyed the said land to the defendants by metes and bounds, which deed bears date July 31st 1890, and was acknowledged and delivered to said defendants May 4th 1891, and was by them ^{on that day} accepted, and appears to have been recorded May 5th 1891, as shown by the certificate of the Clerk endorsed thereon. The said grantees when the deed was acknowledged took it and said

the would take it to Mr E. W. Pennington
their attorney, and get him to examine it
and I never heard anything further about
the deed until after I sued them, and
I therefore considered the deed ^{as} accepted.
And further this deponent saith not.
James M. Pennington

Subscribed and sworn to before me
May 20th 1892.

James W Orr, Comm
missioner,

James M Pennington, for
vs
Depo of Penning
-tors
H. J. G. Stamp & ab.

X

Virginia.

To the honorable D. S. K. Morrison Judge
of the Circuit Court of Lee County.

The undersigned special Commissioner in
the Chancery Cause of James M. Pennington
for &c against W. V. G. Slempf et al, respect-
fully reports, that since the decree of
Decr 1st 1891, the said Pennington has
obtained from Thomas Robbins & Elizabeth
his wife, Mary Bailey widow of John S. Bailey
deceased, and J. A. Robbins & Rebecca his
wife a deed correcting the defects before
existing in said Pennington's title to the
land in the bill, ^{mentioned,} so far as these parties
were concerned, and the said deed there-
fore corrects the defects complained of
by the defendants in their answer. See Ex "C".
Your Court has not further traced and exam-
ined the title to said land, supposing every-
thing is regular prior to the matters set
forth in the answer, or the same would
have been complained of and set up in
said answer, and he has taken the depo-
sition of said Pennington, herewith filed
marked "X", which proves that the defend-
ants, Slempf & Collier, accepted the deed of
the said Pennington & wife for said land.
May 4th 1891, the day of its acknowledgment,
This deed is herewith filed marked "Y" and shows

by the certificate of the Clerk endorsed there-
on to have been recorded May 5th 1891.
Your Court therefore reports that the defend-
ants accepted the deed of said Pennington
+ wife for said land.

Respectfully submitted.

James W Orr, Court,
May 20th 1891.

James M Pennington
- for &c

vs { Cour Orr's Report

W. K. G. Slough & al

Filed May 20 1892

J. D. S. Hyatt

Court's fee \$5-00

James M. Pennington for of
W. N. G. Slump et al } In chg -

To the Hon. W. J. Miller, Judge
of the Circuit Court of Lee County,
Virginia:

Your undersigned Special Commissioner begs leave to report; That after duly advertising the time, terms & place of sale as was required by the decree entered in this cause at March Term 1894 of your Honors Court he offered for sale the land in the Bill & proceedings mentioned, at public auction, at the front door of the court ^{house} on Monday the 21st day of May 1894 that being a court day, to the highest bidder on a credit of 12 years except as to costs & commissions, which he would require paid down.

At said sale after several bids said land was knocked off to W. N. G. Slump, one of the ~~Defendants~~ in this cause at the price of \$800⁰⁰ that being the highest bid offered.

Your Comm. would further report that said Slump purchaser as aforesaid failed to pay the costs & commissions of sale as required by said decretal order; that he

likewise failed to executed to your Court ~~of~~ bonds or notes for the residue of said purchase price, that in all matters required of the purchaser by said decree said purchaser has wholly failed & refused to perform.

Your Court. thinks it proper to ask, that if he is required to make another sale of said land & said Slump bids therefor, would it be proper to disregard his bid unless ~~he~~ ^{she} fully satisfies your Court that he will perform the requirements of said decree? Or what would be your Court. duties under such circumstances?

The reason for asking the above question is because your Court has been informed that said Slump has stated that he intended to bid & by such a method as above delay the sale for some time.

Respectfully Submitted,
D. H. Sewell
Special Court.

James M. Pennington for

vt. } Spe. Comm.
 } Report

W. N. G. Slump et al

Filed May 24th 1894

A. B. Munsey clk.

James M. Pennington
against ^{La. Chy}
Wm. H. G. Slump et al
To the Hon. W. T. Miller, Judge
of the Circuit Court of Lee
County, Virginia.

Pursuant to the terms of
a decree entered in this cause
on June 15th 1894, directing
the undersigned to ~~again~~ sell
the land in the Bill mention-
ed pursuant to the terms of
the decree entered in said cause
on 14th March 1894, your com-
missary leave to report, That
after duly advertising the time
terms & place of sale as
directed in said decree, he
on the 17th day of September
1894, ^{that being a court day} at the front door of
the Court house, offered for
sale ~~the~~ the highest bidder
at public auction.
The land in the Bill mentioned.
At said time, after some
considerable crying said land was
knocked off to James M. Penning-
ton, the plaintiff herein at
the price of \$400.⁰⁰ that

being the highest bid made.
He would further report that
the cost ~~commissions~~ of
~~sale~~ of the said ware
by said Pennington, pur-
chaser as aforesaid, paid to
the officers entitled thereto
~~was~~ the same amounted
to the sum of \$39⁸³, or
at least be made satisfac-
tory arrangements with them
therefor. No part of the
same came through the
hands of your court, but
he has been shown evidence
of settlement. The commissions
of ^{this} sale ~~sale~~ amounting to
\$17⁰⁰ as also \$5⁰⁰ which
your court thought reason-
able to charge for the
former advertising, sale
& reporting, said Penning
paid your court amount
in the aggregate to the
sum of, this is cost & com-
missions, \$61⁸³.

Taking this sum of

\$61⁸³ - Amount of Cost &
Commissions from the
Purchase price of \$400⁰⁰
leaves net \$338¹⁷ to
which Said Pennington
Judgement against said
Slump & M D Collier is
entitled to Credit on account
of the sale of the land.

As should have been
before stated said Pen-
nington did not execute
any notes for the balance
of the purchase price after
deducting cost &c for
the reason that said
debt for which said
land was sold was
going to him, this being
a trick to enforce his
vendors lien against
said Slump & Collier.

Respectfully Submitted,
D. F. Sweet
Spec. Commr.

James M. Pennington
v. Report of Sale
2

W. W. G. Leup et al

Filed Oct 22^d

1894—

Arb Munsey Clerk

James M. Pennington
against } In Chy—
W. N. G. Sleep et al
To the Hon. W. F. Miller, Judge
of the Circuit Court of Lee
County Virginia.

Your undersigned Special
Comm. would respectfully
report, That pursuant to
the decree entered herein on
the 14th day of November 1894,
he has executed a deed, con-
veying the land in the Bill
mentioned to James M. Penning-
ton with special warranty, for
which your Comm. charges
\$250.

Respectfully
D. C. Sewell
Spe. Comm.

James M. Pennington

or Report Sec'd

W. N. & Sleep et al

Filed Nov 15 4/894

- A. B. Munsey
Clerk

This, deed made, this January 25th 1892
by and between, Thomas Robins and
Elizabeth his wife and Mary Bailey wid-
ow of John S. Bailey deceased, and J.
A. Robins and Rebecca Robins his wife
and James M. Permynter, of the other
part witnesseth that whereas the
said Thomas Robins and Elizabeth his
his wife and John S. Bailey and Mary
Bailey his wife, did by deed bearing
date 14th, day of April 1882, undertake
to convey certain lands therein de-
scribed, to Isaac Baker, and which
said deed, is now of record in
the County of Lee, in the County
Court Clerk's office thereof deed Book
25 page 357, to which reference is
here made for a more particular
description: And whereas the lands
thus sought to be conveyed by
said John S. ~~Bailey~~ and Mary ~~Bailey~~
his wife was the sole & separate
property of the said Mary Bailey
and the said John S. Bailey being now
dead - And whereas the said Isaac
Baker, and others, and J. A. Robins and
Rebecca Robins his wife did on the
29th, day of December 1883, undertake
by deed of that date to convey the

1
said land and convey to said James
M. Pomington, which said last
named deed, is also recorded in
said deed book 25. page 352, to
which reference is also made
for a more particular description
of said last named land. And
whereas there is alleged some in-
formalities in said deed or the
acknowledgements thereto.

Now therefore in order to cure the
same & properly convey said
land, the parties of the first
part for and in consideration
of the premises as well as the
sum of one dollar in hand
to them paid the receipt whereof
is hereby acknowledged they the
parties of the first part doth
by their presence grant sell and
convey with Covenant of General
warranty to the said James M.
Pomington the said Certain tract
or parcels of land so set out
and described in the two deeds
herein before mentioned and referred to
hereby confirming & conveying the
same to the said James M.

Permitted as fully and completely
as if set out by specific
metes & bounds. Herby ratifying
and confirming our said act &
cleds fully as aforesaid as
if the same were now here
designed & acknowledged in full
& due form. Witness the follow-
ing signatures & seals this 15th day
of June first aforesaid.

Thomas ^{his} Robbins

Elizabeth ^{her} Robbins

Mary ^{her} Bailey

Witnesses
Thos. ^{his} ~~Robbins~~ ^{mark}
Thos. ^{his} ~~Robbins~~ ^{mark}

J. A. ^{his} Robbins

Rebecca ^{her} Robbins

Indian Territory, }
County of Pickens. } SS.

PERSONALLY appeared before me, THOMAS J. BROOKS, a Notary Public in and for said County, the within
named bargainer, J. A. Robbins with whom I
am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein

contained. And Rebecca Robbins wife of the said J. A. Robbins

having appeared before me privately and apart from her husband, the said Rebecca Robbins
acknowledged the execution of the said instrument to have been done by her freely, voluntarily and understand-
ingly, without compulsion or constraint from her said husband and for the purpose therein expressed.

WITNESS my hand and official seal, at office in Pauls Valley, I. T. on this the 15 day of
February
A. D. Eighteen Hundred and Ninety two

My Commission Expires
September 15, 1894.

Thos. J. Brooks

Notary Public, 3d Division I. T.

Virginia Lees County to wit -
I H. M. Parsons a Justice of the
peace in and for said County and
State do certify that Thomas
Robins, and Elizabeth Robins his wife
and Mary Bailey this ^{day} personally
appeared before me in said
County appeared and acknowledged
the foregoing deed bearing date the
25th day of January 1892, to be their
act and deed.

Given under my hand & seal
this ^{the} 30 day of January 1892
H. M. Parsons. J. P.

Jas. M. Pomington

From Deeds

Thomas Robins et al

Recorded Deed

Book 27 P. 424th

Ex 4-6-92

"O"

Virginia Lee county to wit:-

In the office of the clerk of the
said county the 23rd day of February
1892, this deed was presented and
together with the certificate there
annexed admitted to record.

Feb. 23rd 1892

Test John R. Gibson clerk

\$369. ⁶¹/₁₀₀

Six months after date we promise & bind ourselves jointly & severally to pay James M. Pennington Three hundred & sixty nine & ⁶¹/₁₀₀ dollars ^{with interest from date} for value received to wit, land sold by deed dated July 31st / 1890 and as to this debt we & each of us hereby waive the benefit of the homestead exemptions.

Witness our hands & seals this 31st July 1890.

W. W. G. Slump

Seal

M. D. Collier

Seal

\$369. ⁶¹/₁₀₀

Twelve months after date we promise & bind ourselves jointly & severally to pay James M. Pennington Three hundred & sixty nine & ⁶¹/₁₀₀ dollars ^{with interest from date} for land sold by deed dated July 31st / 1890 and as to this debt we & each of us hereby waive the benefit of the homestead exemptions. Witness our hands & seal, this July 31st / 1890.

W. W. G. Slump

Seal

M. D. Collier

Seal

credit within note by \$21.00 May 4th/91-

" " " " \$100⁰⁰ June 6 1892 receipt given

"A"

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

M. D. Collier
and W. A. G. Sloup

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in *November* next, being rule day to answer a bill in Chancery exhibited in our said Court

against

them by *J. M. Pennington*
who sues for the benefit of J. A.
L. Harris

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *20th* day of *October* 18*91*, in the 11*6*th year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.
J. A. G. Hyatt

J. M. Pennington & Co
vs
Spain & Co

M. D. Collier et al

To 1st Nov. Rules 1891.

Executed Oct 24 1891
by Delivering an
office copy to
W. V. G. Stamp
& M. D. Collier
L. M. Wade
Deputy Sec
C. E. Flannery
S. L. C.